OPM合同文件内部评审会签表

项目名称	匈塞铁路（诺苏段）现代化与改造项目通信信息及信号工程
合同文件名称	敷设电缆看护合同 CONTRACT ON CARE OF THE LAID CABLES
合同文件编号	
合同文件主要内容	拟委托HONG HU公司负责诺苏段维尔巴斯至苏博蒂察之间车站及区间已敷设电缆的看护，巡视工作，期限为4个月，合同金额：7288549.33RSD。
会签意见	
经办人	
工程技术部副部长（施工）	N/A
工程技术部副部长（集成）	N/A
工程技术部部长	
商务管理部副部长	N/A
商务管理部部长	
物资设备部部长	N/A
安质环保部部长	N/A

财务部部长	
综合管理部部长	N/A
项目安全总监	N/A
项目副总工程师（通信施工）	N/A
项目副总工程师（通信集成）	N/A
项目副总工程师（认证）	N/A
项目副总工程师（施工）	
项目总工程师	N/A
项目副经理（商务）	
项目副经理（集成）	N/A
项目副经理（工程）	
项目经理	

CONTRACT ON CARE OF THE LAID CABLES

Closed on 08.11. 2024. in Belgrade, between:

CRSC INTERNATIONAL CO., LTD. BRANCH BELGRADE, Omladinskih brigada 21, 11070 Novi Beograd, PIB: 110760071, Identity number: 29507678, (hereinafter: **ORDERER**), on the one hand

and

Hong Hu Doo Beograd, Surcinski put 10K, Belgrade, PIB:113006194, Registration no. 21787434 legally represented by Mr Jiaying Peng (hereinafter: the **CONTRACTOR**)

WHEREAS

The Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia for section NOVI SAD - SUBOTICA - STATE BORDER (KELEBIJA), was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd,on July 7, 2018;

WHEREAS in accordance with the Commercial contract, the ORDERER is entitled to subcontract part of the construction works;

The subject of the Contract is caring the laid cables in the cable ducts in Novi Sad - Subotica section, including patrolling and caring the cables from being damaged/ stolen by the thief along the railway lines.

UGOVOR O NEGU POLOŽENIH KABLOVA

Zatvoreno 08.11.2024. godine u Beogradu, između:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, Omladinskih brigada 21, 11070 Novi Beograd, PIB: 110760071, Matični broj: 29507678, (u daljem tekstu: **NARUČILAC**), s jedne strane

i

Hong Hu Doo Beograd, Surčinski put 10K, Beograd, PIB:113006194, Registarski br. 21787434 pravno zastupa g. Jiaiing Peng (u daljem tekstu: **IZVOĐAČ POSLOVA**)

IMAJUĆI U VIDU

Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu NOVI SAD - SUBOTICA - DRŽAVNA GRANICA (KELEBIJA), sklopila je Vlada Republike Srbije, Infrastruktura železnica Srbije a.d. i zajedničko preduzeće China Railvai International Co., Ltd. i China Communications Construction Compani Ltd, 7. jula 2018.;

BUDUĆI DA u skladu sa Komercijalnim ugovorom NARUČILAC ima pravo da podugovara deo građevinskih radova;

Predmet ugovora je briga o položenim kablovima u kablovskoj kanalizaciji na deonici Novi Sad - Subotica, uključujući patroliranje i negu kablova od krađe/oštećenja duž železničkih pruga.

Radom je obuhvaćeno patroliranje na stanici i blok deonicama počev od stanice Vrbas Nova do stanice

The work covers the patrolling at the station and block sections starting from Vrbas Nova station, to Subotica station in the period of 4 months.

The Contracting Parties agree on the following:

Article 1.

The Contractor undertakes to perform all the above mentioned caring and patrolling work by providing the required number of executors, equipment and funds for the execution of works.

The Contractor undertakes to take and respect all safety and protection measures at work, in accordance with the applicable regulations of the law in the Republic of Serbia for workers engaged in jobs that are the subject of this contract.

The Contractor undertakes to ensure the closure of the construction area in order to place clearly visible safety signs to prevent the entry of passengers in order to ensure the safety of passengers and bears the risk of third party losses caused by insufficient security.

The Contractor undertakes to ensure reasonable construction methods and shall not cause damage to the ORDERER's property, otherwise, the Contractor shall be liable for repairs and compensation.

Article 2.

The Contractor undertakes to start the works on the day of concluding this Contract.

The deadline for completion of works is 4 months, but the Orderer will have the right to terminate the Contractor' s work any time before the deadline, upon the written notification a week before.

Article 3.

Subotica u periodu od 4 meseca.

Ugovorne strane su saglasne o sledećem:

Član 1.

Izvođač se obavezuje da će sve navedene poslove brige i patrole obavljati obezbeđivanjem potrebnog broja izvršilaca, opreme i sredstava za izvođenje radova.

Izvođač se obavezuje da preduzima i poštuje sve mere bezbednosti i zaštite na radu, u skladu sa važećim propisima zakona u Republici Srbiji za radnike angažovane na poslovima koji su predmet ovog ugovora.

Izvođač se obavezuje da će obezbediti zatvaranje građevinskog područja radi postavljanja jasno vidljivih zaštitnih znakova za sprečavanje ulaska putnika u cilju obezbeđenja bezbednosti putnika i snosi rizik od gubitaka trećih lica izazvanih nedovoljnim obezbeđenjem.

Izvođač se obavezuje da će obezbediti razumne metode izgradnje i neće prouzrokovati štetu na imovini NARUČIOCA, u suprotnom, Izvođač je odgovoran za popravke i obeštećenje.

Član 2.

Izvođač se obavezuje da će započeti radove na dan zaključenja ovog Ugovora.

Rok za završetak radova je 4 meseca, ali Naručilac ima pravo da prekine radove Izvođača u bilo koje vreme pre roka, uz pismeno obaveštenje nedelju dana ranije.

Član 3.

The agreed price for the associated works is 7,288,549.33 RSD (in words seven million two hundred and eighty eight thousand five hundred and forty nine and 33/100 RSD only) exclusion of VAT in a accordance with the Article 10 paragraph 2 point 3 of VAT Law.

Ugovorena cena za prateće radove je 7,288,549.33 RSD (slovima sedam miliona dvesta osamdeset osam hiljada petsto četrdeset devet i samo 33/100 dinara) bez PDV-a u skladu sa članom 10 stav 2 tačka 3 Zakona o PDV-u.

The total price is fixed lump sum price and include the profit of the Subcontractor as well as expenses of organizing the construction site, preparation works, accompanying materials, labours ,equipment, and other direct or indirect expenses of the Contractor.Except as stipulated in this contract, the contract price cannot be modified .

Ukupna cena je fiksna paušalna cena i obuhvata dobit Podizvođača kao i troškove organizovanja gradilišta, pripremnih radova, pratećeg materijala, rada, opreme i druge direktne ili indirektne troškove Izvođača. Osim u slučajevima predviđenim ovim ugovora, cena ugovora se ne može menjati.

The ORDERER shall pay full contract amount according to the invoice provided by the Contractor upon the contract is coming into force.

NARUČILAC će platiti pun iznos ugovora prema fakturi koju je dostavio Dobavljač po stupanju ugovora na snagu.

The payment currency is in RSD, and the exchange rate from USD to RSD is in official middle foreign currency exchange rate of the National Bank of Serbia on the day of payment.

Valuta plaćanja je u dinarima, a kurs od USD prema dinarima je po zvaničnom srednjem kursu Narodne banke Srbije na dan uplate.

Article 4

Član 4

The provisions of the Law on Obligations shall apply to everything that is not provided for in this contract, and which concerns the subject of the contract.

Na sve što nije predviđeno ovim ugovorom, a što se tiče predmeta ugovora, primenjuju se odredbe Zakona o obligacionim odnosima.

In case of a dispute that the contracting parties cannot resolve amicably, the competent court in Novi Sad will decide.

U slučaju spora koji ugovorne strane ne mogu da reše sporazumno, odlučiće nadležni sud u Novom Sadu.

Article 5

Član 5

In case of any incompleted matters related to this contract, both Orderer and Contractor will negotiate and enter into amendment(s) upon the mutual contract.

U slučaju bilo kakvih nedovršenih stvari u vezi sa ovim ugovorom, i Naručilac i Dobavljač će pregovarati i ući u izmene i dopune zajedničkog ugovora.

Article 6

This Contract is made in two (2) identical copies, of which each contracting party retains one (1).

Član 6

Ovaj Ugovor je sačinjen u dva (2) istovetna primerka, od kojih svaka ugovorna strana zadržava po jedan (1).

For the ORDERER :

Director/Legal representative

_____

For the Contractor:

Director/Legal representative

HONG HU DOO BEOGRAD

_____